

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DTFASO-09-R-061	NEGOTIATED RFP	6/30/2009	1 OF 47

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. SO-09-01741	6. PROJECT NO. N/A
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7. ISSUED BY FEDERAL AVIATION ADMINISTRATION SOUTHERN REGION, ASO-52 1701 COLUMBIA AVENUE COLLEGE PARK, GA 30337	8. ADDRESS OFFER TO SAME AS BLOCK # 7
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9. FOR INFORMATION CALL: ➔	A. NAME EDDIE WRIGHT, JR.	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 404-305-5760
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10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, Identifying no., date)*:

ELEVATOR REPAIR, FAA AIR TRAFFIC CONTROL TOWER, CHARLOTTE - DOUGLAS INTERNATIONAL AIRPORT, CHARLOTTE, NC.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>60</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable.	12B. CALENDAR DAYS 15
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 5:00 PM *(hour)* local time 7/21/2009 *(date)*: Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☐ is, ☒ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)	
DUNS#		16. REMITTANCE ADDRESS (Include only if different than Item 14)	
TAX ID #			
CODE	FACILITY CODE		

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within ____ calendar days after the date offers are due. (Offerors providing less than the calendar days indicated here for Government acceptance after the date offers are due will not be considered and offer will be rejected.)

AMOUNTS →	Materials \$ ____	Labor \$ ____	Total \$ ____
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18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each.)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) →	25. RESERVED.
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT Contractor is required to sign this document and return ____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consist of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
		EDDIE WRIGHT, JR.	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

SCHEDULE OF BID ITEMS

REPAIR ELEVATOR AT THE AIR TRAFFIC CONTROL TOWER (ATCT) CHARLOTTE, NORTH CAROLINA

This work includes, but is not limited to, furnishing all labor, materials, equipment and services as may be necessary to refurbish the elevator. The elevator contractor shall be responsible for all aspects of the refurbishment of the elevator as described in the Statement of Work (SOW), including any electrical, mechanical, architectural and structural work necessary.

TOTAL _____

1. ALTERNATE 1: Contractor shall provide a 5-year parts and labor service contract for maintenance and repairs. The contract shall require coverage 24 hours a day seven (7) days a week. The contractor shall respond within 24 hour notification of an elevator service interruption. (Maintenance and repair contract shall be priced as an additive item).

TOTAL _____

2. ALTERNATE 2: Provide wall protective mats for elevator walls.

TOTAL _____

GRAND TOTAL _____

PART I - SECTION C
SCOPE OF WORK

See Attachment 1.

PART I - SECTION D

PACKAGING AND MARKING

THIS SECTION NOT USED.

PART I - SECTION E

INSPECTION AND ACCEPTANCE

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

3.10.4 Quality Assurance

3.10.4-10 Inspection of Construction (July 2001)

- (a) Work includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

- (c) Government inspections and tests are for the sole benefit of the Government and do not--
 - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless the Government determines that it is in the public interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may:

- (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or
- (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of Clause)

PART I - SECTION F DELIVERIES OR PERFORMANCE

3.1-1 **Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-42 Differing Site Conditions** (July 2004)
- 3.2.2.3-43 Site Investigation and Conditions Affecting the Work** (July 2004)
- 3.2.2.3-45 Material and Workmanship** (July 2004)
- 3.2.2.3-46 Supervising the Contract Work** (July 2004)
- 3.2.2.3-47 Permits and Responsibilities** (July 2004)
- 3.2.2.3-48 Other Contracts** (July 2004)
- 3.2.2.3-51 Operations and Storage Areas** (July 2004)
- 3.2.2.3-54 Preventing Accidents** (July 2004)
- 3.2.2.3-56 Schedules for Construction Contracts** (July 2004)
- 3.2.2.3-68 Safety and Health** (July 2004)
- 3.10.1-11 Government Delay of Work** (April 1996)

3.2.2.3-41 Performing Work (July 2004)

The Contractor (you) must perform, using your own organization, work equivalent to at least 25 percent of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

(End of Clause)

3.2.2.3-50 Property Protection (July 2004)

(a) The Contractor (you) must construct and maintain any temporary fences, gates and other facilities needed to preserve crops, control livestock, and protect property. Before cutting a fence, you must take necessary precautions to prevent livestock from straying. You must also prevent loss of tension in or damage to adjacent portions of the fence. You must immediately replace all fencing and gates you cut, remove, damage, or destroy with new materials to the original standard. You may reuse undamaged gates.

(b) You must comply with the property owner's requests to leave gates open or closed.

© You must use all necessary precautions to avoid destroying surveying markers such as section corners, witness trees, property corners, mining claim markers, bench markers, triangulation stations, and the like. If you must destroy any marker, you must first notify the agency responsible for the marker, as well as the Contracting Officer's (CO) technical representative, and replace the markers.

(d) You must use care to prevent unnecessary damage to property in or near the work area caused by your work. Unnecessary damage is that which you can avoid through efficient and careful performance of the work, taking into account the land rights you have. If you damage any property, you must at once notify the owner or custodian and make or arrange to make prompt and full restitution.

(e) Maps and specifications FAA (we, us) provides may not give the location of all water supply, drainage, irrigation, and other underground facilities. Before entering a tract of land for contract purposes, you must find out from the property owner (or other reasonably available source) the location of any irrigation system, domestic water system, source of water, and drainage system existing on the property, whether serving that property or other property. You must avoid damaging or obstructing these facilities or polluting water supplies.

(f) You must hold us harmless from any and all suits, actions, and claims for damages, including environmental impairment, to property arising from any of your acts or omissions, your subcontractors, or any of your employees or subcontractor employees, in any way related to the work or operations under this contract.

(g) You must indemnify and hold harmless the property owners or parties lawfully in possession against all claims or liabilities asserted by third parties, including all governmental agencies, resulting directly or indirectly from your wrongful or negligent acts or omissions.

(End of Clause)

3.2.2.3-71 Starting, Performing, and Completing Work (July 2004)

The Contractor (you) must

(a) Begin work under this contract within **ten (10) calendar days** after the date you receive the notice to proceed,

(b) Perform the work diligently, and

complete the entire work ready for use not later than **60 calendar days** after NTP. The time allowed for completion must include final cleanup of the premises.

(End of Clause)

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

3.2.2.3-62 Preconstruction Conference (July 2004)

The successful offeror must attend a pre-construction conference at a site the Contracting Officer designates before starting the work.

(End of Clause)

3.10.1-19 Modification Cost Proposal - Price Breakdown (Construction) (April 1996)

(a) The contractor, in connection with any proposal it makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. The breakdown shall be in enough detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by similar price breakdowns from those subcontractors.

(b) In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. Notwithstanding any other provisions of this contract, it is mutually understood that the time extension for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of work. The contract completion dates will be extended only for those specific elements so delayed and the remaining contract completion dates for all other portions of the work will not be altered.

(c) The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

(End of Clause)

3.10.1-23 Contracting Officer's Representative—Construction Contracts (July 2007)

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Technical Representatives (COTR's). The Contracting Officer will provide written notice of COTR appointment(s), setting forth the authorities and limitations, to the Contractor within _____ calendar days prior to the notice to proceed. COTR duties may include, but are not limited to:

(1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.

(2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.

(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:

(1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field change order authority;

- (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;
- (3) final decisions on any matters subject to appeal, e.g., disputes under the ""Contract Disputes"" clause; and
- (4) final acceptance under the contract.

(End of Clause)

SO-G-1 INVOICES - CONSTRUCTION

Payments to the contractor for work performed under this contract will be made monthly in accordance with Clause 3.3.1-19, Prompt Payment for Construction Contracts. The contractor shall coordinate amounts invoiced with the Contracting Officer's Representative (COR) on the construction site prior to submission. After coordination, invoices (reflecting the contract number) shall be submitted to the COR along with the attached Certification of Invoice. A copy of the invoice summary should also be sent by facsimile to the Contracting Officer at (404) 305-5774 to give notice that payment has been requested. The COR should date stamp the invoice upon receipt and will then prepare a periodical estimate for submission to the Contracting Officer with the contractor's invoice.

(End of Clause)

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

3.4.1-4 Performance Bond Requirements (April 1996)

- (a) The contractor is required to submit a performance bond in a penal amount equal to 100 percent of the contract price, unless another amount is specified in the contract "Schedule," within the time specified by the Contracting Officer.
- (b) The bond must be executed on specified forms, and sureties must be acceptable to the Federal Aviation Administration. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.
- (c) Failure to submit an acceptable bond may be cause for termination of the contract for default.

(End of Clause)

3.4.1-5 Payment Bond Requirements (April 1996)

- (a) The contractor is required to submit a payment bond in the penal amount of 100% of the contract price within the time required by the Contracting Officer.
- (b) The bond must be executed on the forms attached to this SIR, and sureties must be acceptable to the Federal Aviation Administration. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.
- (c) Failure to submit an acceptable bond may be cause for termination of the contract for default.

(End of Clause)

3.8.2-17 Key Personnel and Facilities (July 1996)

- (a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.
- (b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

- (d) The key personnel and/or facilities under this contract are the Project Manager and the Project Superintendent.

(End of Clause)

PART II - SECTION I

CONTRACT CLAUSES

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.1.7-5 Disclosure of Conflicts of Interest (May 2001)**
- 3.2.2.3-33 Order of Precedence (July 2004)**
- 3.2.2.3-49 Protecting of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (July 2004)**
- 3.2.2.7-6 Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)**
- 3.2.2.7-8 Disclosure of Team Arrangements (April 2008)**
- 3.2.4-6 Fixed Fee (April 2003)**
- 3.2.5-1 Officials Not to Benefit (April 1996)**
- 3.2.5-3 Gratuities or Gifts (January 1999)**
- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 1996)**
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.2.5-13 Contractor Code of Business Ethics and Conduct (April 2008)**
- 3.2.5-14 Display of Hotline Poster(s) (April 2008)**
- 3.3.1-2 Payments under Fixed-Price Construction Contracts (April 1996)**
- 3.3.1-9 Interest (January 2008)**
- 3.3.1-15 Assignment of Claims (April 1996)**
- 3.3.1-19 Prompt Payment for Construction Contracts (January 2003)**
- 3.3.1-31 Progress Payments (November 2000)**
- 3.4.1-1 Proposal Guarantee (April 1996)**
- 3.4.1-4 Performance Bond Requirements (April 1996)**
- 3.4.1-5 Payment Bond Requirements (April 1996)**
- 3.4.1-6 Additional Bond Security (April 1996)**
- 3.4.1-7 Notice to Proceed (April 1996)**
- 3.4.1-10 Insurance—Work on a Government Installation (July 1996)**
- 3.4.1-12 Insurance (July 1996)**
- 3.4.1-13 Errors and Omissions (July 1996)**
- 3.4.2-6 Taxes—Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)**
- 3.4.2-8 Federal, State, and Local Taxes—Fixed Price Contract (April 1996)**
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)**
- 3.6.2-13 Affirmative Action for Workers With Disabilities (April 2000)**
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)**

- 3.6.2-18 **Davis Bacon Act** (April 1996)
- 3.6.2-20 **Payrolls and Basic Records** (June 1999)
- 3.6.2-21 **Apprentices, Trainees, and Helpers** (April 1996)
- 3.6.2-22 **Subcontracts (Labor Standards)** (April 1996)
- 3.6.2-23 **Certification of Eligibility** (April 1996)
- 3.6.2-39 **Trafficking in Persons** (January 2008)
- 3.6.3-1 **Clean Air and Water Certification** (April 2000)
- 3.6.3-2 **Clean Air and Clean Water** (April 1996)
- 3.6.3-11 **Toxic Chemical Release Reporting** (April 2008)
- 3.6.3-13 **Recycle Content and Environmentally Preferable Products** (January 2002)
- 3.6.3-14 **Use Of Environmentally Preferable Products** (January 2002)
- 3.6.3-16 **Drug Free Workplace** (January 2004)
- 3.6.3-17 **Efficiency in Energy-Using Products** (April 2008)
- 3.10.1-7 **Bankruptcy** (April 1996)
- 3.10.1-8 **Suspension of Work** (August 1998)
- 3.10.1-15 **Changes—Construction, Dismantling, Demolition, or Removal of Improvements** (July 1996)
- 3.10.1-16 **Changes and Changed Conditions** (April 1996)
- 3.10.1-19 **Modification Cost Proposal - Price Breakdown (Construction)** (April 1996)
- 3.10.1-20 **Warranty—Construction** (April 1996)
- 3.10.1-25 **Novation and Change-of-Name Agreements** (October 2007)
- 3.10.4-10 **Inspection of Construction** (July 2001)
- 3.10.4-11 **Inspection—Dismantling, Demolition, or Removal of Improvements** (April 1996)
- 3.10.6-1 **Termination for Convenience of the Government (Fixed Price)** (October 1996)
- 3.10.6-6 **Default (Fixed Price Construction)** (October 1996)
- 3.14-3 **Foreign Nationals as Contractor Employees** (April 2008)
- 3.1.7-6 **Disclosure of Certain Employee Relationships** (October 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or

(ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

© "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

(1) Termination of the contract.

(2) Exclusion from subsequent FAA contracts.

(3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(End of Clause)

3.2.2.3-43 Site Investigation and Conditions Affecting the Work (July 2004)

(a) The Contractor (you) acknowledges that you have taken reasonable steps to determine the nature and location of the work, and you have investigated and are satisfied about the general and local conditions which can affect the work or its cost, including but not limited to:

- (1) Conditions bearing upon transportation, disposal, handling, and storage of materials;
- (2) The availability of labor, water, electric power, and roads;
- (3) Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- (4) The conformation and conditions of the ground; and
- (5) The character of equipment and facilities needed before and during the work.

You also acknowledge that you are satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles you might find, to the extent you can, from an inspection of the site, including all exploratory work done by FAA (we, us), as well as from the drawings and specifications that are a part of this contract. If you do not take the actions described and acknowledged in this paragraph, you will still be responsible for properly estimating the difficulty and cost of successfully performing the work, and for proceeding to successfully perform the work without additional expense to us.

(b) We are not responsible for your conclusions or interpretations of information we provided before contract award. We are not responsible for your understanding of conditions you get from any of our officers or agents before contract award. You can rely on representations we make about conditions that we put into the contract.

(End of Clause)

3.2.2.3-45 Material and Workmanship (July 2004)

(a) The Contractor (you) must incorporate equipment, material, and articles that are new and of the most suitable grade for the purpose intended to do the work this contract covers, unless the contract provides otherwise. The FAA (we) encourages you to use recycled materials to manufacture the products. If the contract specifies equipment, material, or articles by trade name, make, or catalog number, you must use those specific items. We will not accept equivalent items unless the specification authorizes it.

(b) You must perform all work under this contract in a skillful and workmanlike manner. The Contracting Officer (CO) may require, in writing, that you remove employees whom the CO determines are incompetent, careless, or otherwise objectionable.

(End of Clause)

3.2.2.3-46 Supervising the Contract Work (July 2004)

At all times while the Contractor (you) performs this contract, and until you complete the work and FAA accepts it, you must directly supervise the work or assign and have on the worksite a competent supervisor who the Contracting Officer (CO) is satisfied with and who has authority to act for you.

(End of Clause)

3.2.2.3-47 Permits and Responsibilities (July 2004)

The Contractor (you) must get any necessary licenses and permits, and comply with any Federal, state, and municipal laws, codes, and regulations applicable to the work, at no additional expense to FAA (we). You are also responsible for all damages to persons or property that happen due to your fault or negligence, and you must take proper safety and health precautions to protect the work, the workers, the public, and the property of others. You are also responsible for all materials delivered and work performed until you complete and we accept the entire work, except for any completed unit of work that may have already been accepted under the contract.

(End of Clause)

3.2.2.3-48 Other Contracts (July 2004)

FAA (we, our) may undertake or award other contracts for additional work, or may use in-house construction resources that are at or near the work site. The Contractor (you) must cooperate fully with those other contractors and with our employees, and carefully adapt scheduling the work under this contract to accommodate simultaneous work, following any direction from the Contracting Officer (CO). You must not commit or permit any act that will interfere with the work of any other contractors or FAA employees.

(End of Clause)

3.2.2.3-49 Protecting of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (July 2004)

(a) The Contractor (you) must preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site that are not to be removed and which do not unreasonably interfere with the work required under this contract. You must remove trees only when specifically authorized to do so, and must avoid damaging vegetation that will remain in place. If any tree limbs or branches break while you work, you must trim those limbs or branches with a clean cut.

(b) You must protect from damage all existing improvements and utilities at or near the work site and on a third party's adjacent property, if you are or should be aware of them. You must repair any damage to those facilities, including those that are a third party's property, resulting from

your failure to comply with the contract requirements or to exercise reasonable care in performing the work. If you fail or refuse to repair the damage promptly, the Contracting Officer (CO) may have another vendor perform the work and charge you for it.

(End of Clause)

3.2.2.3-75 Requests for Contract Information (July 2004)

Any contract resulting from this SIR is a public document, subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552. Unless covered by an exemption described in the Act, the Contracting Officer (CO) may release all information contained in the contract, including unit price, hourly rates and their extensions, to the public on request. Offerors (you) are urged to mark any sensitive documents you submit in response to this SIR that you consider to be trade secrets, proprietary information, or privileged or confidential financial information.

(End of Provision)

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

“Registered in the CCR database” means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

© If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

© agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)© of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (October 2005)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either.

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

© Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for:

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and:

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

3.6.2-9 Equal Opportunity (August 1998)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or

national origin. This shall include, but not be limited to,

- (i) employment,
- (ii) upgrading,
- (iii) demotion,
- (iv) transfer,
- (v) recruitment or recruitment advertising,
- (vi) layoff or termination,
- (vii) rates of pay or other forms of compensation, and
- (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices that explain this clause.

(4) The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the FAA all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Contractor shall permit access to its books, records, and accounts by the FAA or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further

Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the FAA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of Clause)

3.6.2-24 Affirmative Action Compliance Requirements for Construction (November 1997)

(a) Definitions.

(1) "Employer identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

(2) "Minority," as used in this clause, means

(i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause, including the goals for minority and female participation stated herein.

© The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: 18.5%

Goals for female participation: 6.9%

Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this screening information request. The notification shall list the:

- (1) Name, address, and telephone number of the subcontractor,
- (2) Employer identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) The Contractor shall implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(f) The contractor shall take affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other on-site supervision, personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.

(4) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all on-site supervision, personnel prior to initiation of construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(5) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(6) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(7) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and -female contractor associations and other business associations.

(g) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).

(h) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(i) The contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(j) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(k) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(l) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance.

(End of Clause)

3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (April 2007)

1. During the term of this contract, the contractor agrees to post a notice in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information [except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)].

NOTICE TO EMPLOYEES

Under federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address:

National Labor Relations Board

Division of Information

1099 14th Street, NW

Washington, D.C. 20570

1-866-667-6572

1-866-315-6572 (TTY)

1. To locate the nearest NLRB office, see NLRB's website at: www.nlrb.gov.
2. The contractor will comply with all provisions of E.O. 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.
3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in or adopted pursuant to E.O. 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in E.O. 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of E.O. 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(End of Clause)

3.6.3-12 Asbestos - Free Construction (April 2009)

(a) In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement as part of documents required during final inspection of the contract and prior to receiving final payment indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(b) The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

(End of clause)

3.9.1-1 Contract Disputes (November 2002)

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

© Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,

Federal Aviation Administration,
800 Independence Ave, S.W., Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

(End of Clause)

3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either—

- (1) Cancel the stop-work order; or
 - (2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the “Default” or the “Termination for Convenience of the Government” clause(s) of this contract; or
 - (3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the “Termination” clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if—
- (1) The stop-work order results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.
- © If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government’s rights to terminate this contract at any time are not affected by action taken under this clause.

(End of Clause)

3.13-5 Seat Belt Use by Contractor Employees (January 1999)

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.," the contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles.

(End of Clause)

3.14-2 Contractor Personnel Suitability Requirements (January 2009)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

- (1) Facilities;
- (2) Sensitive information; and/or;
- (3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

<u>Position</u>	<u>Risk Level</u>
Superintendent	Risk Level 5
Electrician	Risk Level 1
Elevator Constructor	Risk Level 1
Laborer	Risk Level 1

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Regional and Center Contracts:

Federal Aviation Administration

Attn: Eddie Wright, Jr., ASO-52
1701 Columbia Avenue
College park, GA 30337

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

- (e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.
- (f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.
- (g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.
- (h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.
- (i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements, FAA Security & Hazardous Materials Staff, Barbara Parker, ASO-750C, Telephone (404)-305-6808, or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.
- (j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.
- (k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.
- (l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.
- (m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2008)

- (a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon

completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold **\$100.00** for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and **FAA Security Investigations Division, ASO-700**. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the **Air Traffic Control Tower, (ATCT), Charlotte-Douglas International Airport, Charlotte, North Carolina**, must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to **Eddie Wright, Jr., ASO-52**, by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: **Federal Aviation Administration, Attn: to Eddie Wright, Jr., ASO-52, 1701 Columbia Avenue, College Park, Georgia**. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential

Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by **Eddie Wright, Jr., ASO-52, (404)-305-5760**. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [CO to insert point of contact with phone number].

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

3.14-5 Sensitive Unclassified Information (SUI) (July 2007)

(a) Sensitive information must be restricted to specific contractors who:

- (1) Have a need "to know" to perform contract tasks;
- (2) Are authorized to receive the SUI;
- (3) Meet personnel suitability security requirements to access sensitive information; and
- (4) Successfully complete a Document Security Notice and SUI Request Form.

(b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:

- (1) Procedures for distributing, receiving, and retaining signed Document Security Notice and SUI Request Forms from each subsequent recipient of the SUI (to include subcontractors, suppliers, etc.);
- (2) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- (3) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (4) Procedures for protecting against co-mingling of information with general contractor data system/files;
- (5) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
- (6) Procedures for the reproduction of subject material;
- (7) Procedures for reporting unauthorized access; and
- (8) Procedures for the destruction and/or sanitization of such material.

© Federal Technical Data Solutions (FedTeDS): Except for those items noted by the CO, SUI will be made available to offerors through FedTeDS. FedTeDS provides a secure environment for the distribution of SUI information to vendors.

- (1) FedTeDS can be found at www.fedteds.gov.
- (2) Vendors will utilize FedTeDS to download SUI information (to include plans, specifications, equipment specifications, etc.), or the vendor will utilize the site to download a request form to send to the CO for SUI information unavailable in electronic formats.
- (3) Before receiving access to the SUI information or forms, the offeror is required to electronically certify to SUI policy and standards in FedTeDS.
- (4) As FedTeDS uses the Central Contractor Registration (CCR) for a portion of the vendor authentication process, offerors must be successfully registered in CCR (www.ccr.gov) prior to seeking access to SUI through FedTeDS.
- (5) Instructions and guides on usage of FedTeDS can be found at www.fedteds.gov.

(End of Clause)

PART III - SECTION J
LIST OF ATTACHMENTS

Attachment 1. Statement of Work, Repair Elevator, Air Traffic Control Tower (ATCT),
Charlotte-Douglas International Airport, North Carolina (9 pages with page 10 of 10 removed)

Attachment 2. Section 16672, Transient Electrical Sure Suppression (TVSS) (4 pages)

Attachment 3. Elevator Electrical Requirements (2 pages)

Attachment 4. Wage Rate Determination – General Decision No. NC20070056 dated 02/08/2008

Attachment 5. Business Declaration Form (1 page)

PART IV - SECTION K**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-35 Annual Representations and Certifications (July 2004)**3.2.5-2 Independent Price Determination (October 1996)****3.6.3-10 Certification of Toxic Chemical Release Reporting (August 1998)****3.2.2.3-10 Type of Business Organization (July 2004)**

By checking the applicable box, the offeror (you) represents that—

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____.

(country)

(End of Provision)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of Provision)

3.2.2.3-22 Period for Acceptance of Offer (July 2004)

The offeror (you) agrees that if this offer is accepted within _____ calendar days (60 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of Provision)

3.2.2.3-70 Taxpayer Identification (July 2004)**(a) Definitions.**

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

© Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other—State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501© (3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

3.2.2.3-75 Requests for Contract Information (July 2004)

Any contract resulting from this SIR is a public document, subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552. Unless covered by an exemption described in the Act, the Contracting Officer (CO) may release all information contained in the contract, including unit price, hourly rates and their extensions, to the public on request. Offerors (you) are urged to mark any sensitive documents you submit in response to this SIR that you consider to be trade secrets, proprietary information, or privileged or confidential financial information.

(End of Provision)

3.2.2.3-76 Representation- Release of Contract Information (July 2004)

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you) position regarding the possible release of information you provide in response to this SIR is as follows:

© REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION—

The offeror (you) represents that--(1)[] You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2) You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that [] your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)[] You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)[] As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

(End of Provision)

3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)

(a) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

© Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

© A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of Provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of Provision)

3.13-4 Contractor Identification Number Data Universal Numbering System (DUNS) Number (April 2006)

(a) Definitions. As used in this clause

“Contractor Identification Number,” as used in this provision, means “Data Universal Numbering System (DUNS) number”, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause) “Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

© If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of Provision)

PART IV - SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 False Statements in Offers** (July 2004)
- 3.2.2.3-6 Submittals in the English Language** (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests** (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offers** (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals** (July 2004)
- 3.2.2.3-16 Restricting, Disclosing and Using Data** (July 2004)
- 3.2.2.3-17 Preparing Offers** (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations** (July 2004)
- 3.2.2.3-19 Contract Award** (July 2004)
- 3.6.2-35 Prevention of Sexual Harassment** (August 1998)

3.2.2.3-63 Site Visit (Construction) (July 2004)

(a) AMS clauses 3.2.2.3-42, Differing Site Conditions, and 3.2.2.3-43, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded under this SIR. Accordingly, FAA urges and expects offerors to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

SITE LOCATION:

Federal Aviation Administration

Charlotte-Douglas International Airport

Air Traffic Control Tower, (ATCT)

5507 Josh Bingham PKWY

Charlotte, NC 28208-570127560

SITE VISIT POC:

Terry Dransfield or Bob Kershaw

(704) 359-1050

(End of Provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a Firm-Fixed Price contract resulting from this Screening Information Request.

(End of Provision)

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

© The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not “interested parties” within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

Office of Dispute Resolution for Acquisition, AGC-70,

Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of Provision)

SO-L-1 NORTH AMERICAN INDUSTRIAL CLASSIFICATION STANDARDS (NAICS)

(a) The NAICS Code for this acquisition is 333921, Elevator and Moving Stairway Manufacturing and the small business is \$31.0 million average annual receipt over the past three years.

SO-L-2 REQUIRED DOCUMENTS

The contractor SHALL return the following completed documents as part of its offer:

- (a) **Standard Form 1442, Solicitation, Offer, and Award.**
- (b) **Standard Form 36, Continuation Sheet (Schedule).**
- © **Section K, Representations, Certifications, and Other Statements of Offerors.**
- (d) **Business Declaration – Attachment 5**
- (e) **Past Experience**

A list of five references for whom similar projects have been completed within the last three years. Include the project names and locations, term of the contract (i.e., October 2006 - September 2007), award amounts, contact names, and phone numbers. Provide a narrative for each project that demonstrates how each is similar to this project. Please verify that the references and phone numbers are current. Failure to do so may result in rejection of the offer from further consideration.

- (f) **Work in Progress**

A list of all current work in progress, including project names, contract award amounts, and customer point of contact names and phone numbers.

- (g) **Available Resources**

A written summary of resources (including financial, personnel with resumes, and equipment) your firm has available, and plans to commit, to service this contract, if awarded.

- (h) **A statement as to whether your firm has received any notices of potential termination for default, cure notices, or show cause notices within the past three years, including the circumstances and outcome.**

(End of Provision)

SO-L-3 ESTIMATED PRICE RANGE

The estimated price range for this project is **\$250,000.00 to \$350,000.00.**

(End of Provision)

SO-L-4 TELEGRAPHIC PROPOSALS AND TELEGRAPHIC MODIFICATIONS

Telegraphic or facsimile offers are NOT authorized. Telegraphic or facsimile modifications to offer ARE authorized; however, they should not reveal the total amount of the revised offer. The fax number is (404) 305-5774. The "hard copy" of the modification should be sent by regular mail. IF FACSIMILE IS USED, OFFERORS ARE CAUTIONED TO TRANSMIT EARLY ENOUGH TO ASSURE SUCCESSFUL RECEIPT IN THIS OFFICE BY THE REQUIRED TIME.

PART IV - SECTION M
EVALUATION FACTORS FOR AWARD

(1) The Government will award a single contract resulting from this Screening Information Request (SIR) to the responsible offeror whose offer submitted in response to, and conforming with this SIR is determined to represent the **BEST VALUE TO THE GOVERNMENT** . Award will be based on best accelerated comprehensive construction schedule and then proposed price.

(2) The Government may:

- reject any or all offers if such action is in the public interest;
- accept other than the lowest offer;
- waive informalities and minor irregularities in offers received;
- make award without written or oral discussion with offerors;
- have discussions with any one offeror, all offerors, or without any discussion.

Statement Of Work
Repair Elevator
FAA ATCT Charlotte, NC

General:

These documents cover the requirements of the Federal Aviation Administration (FAA) for the refurbishment of an elevator in the Air Traffic Control Tower located at Charlotte/Douglas International Airport. The FAA intends to award a firm fixed price construction contract to fulfill the requirement.

Background:

The Charlotte/Douglas ATCT elevator was installed in 1975. The system has become very hard to service. Many parts are only available from Otis and many are not available or are refurbished. Few technicians have experience with this type of Otis system. At this time, a complete refurbishment of the elevator is the only viable option. The itemized list below describes the entire project.

Location of Project:

Charlotte/Douglas Intl Airport
5507 Josh Birmingham Pkwy
Air Traffic Control Tower, CLT ATCT
Charlotte, NC 28208

Project Description:

The work shall include furnishing all labor, materials, equipment, and services as necessary to repair the elevator with minimal service outage. The successful Contractor shall be responsible for all aspects of the refurbishment of the elevator as described in this Statement Of Work (SOW), including any electrical, mechanical, architectural and structural work associated with refurbishing the elevator. It should be noted that certain requirements are specified under the heading of Schedule Of Work regarding elevator outages.

As part of the proposal, the Contractor must provide a complete and comprehensive schedule to the Contracting Officer for review and evaluation. Upon contract award, that tendered Schedule shall become a material term of contract performance. The Schedule must outline all phases of the work and the impact on the operation of the elevator, particularly with regard to the time the elevator will be totally out of service. The tendered Schedule may be a factor evaluated by the FAA in making a decision for contract award.

Where "submittal required" is indicated below, after contract award the Contractor must submit for FAA acceptance or approval the proposed technical means of performing the specified task within the firm fixed price of the executed contract.

The entire project consists of the work in the list that follows:

1. Furnish and install a new microcomputer based traction control system for the existing tower elevator, complete with a new floor selector system and floor leveling system as specified hereinafter. (Submittal required.)
 - a. Controller shall be a non-proprietary generic system with a 100% open software protocol.
 - b. Controller shall be the VVVF type complete with an isolation transformer properly sized and selected to eliminate transmission of harmonics back into the electrical distribution system for the facility. Provide all necessary line filters, and noise, spiking and notching suppressors to protect against feedback that might interfere with the operation of FAA electrical and electronic equipment located in the building. Provide a battery backup system for the controller to eliminate outages due to power outages and voltage spikes. (Submittal required during proposal phase.)

- c. The controller and VVVF drive shall be capable of being operated on the emergency-generator without problems with electrical energy feedback to the electrical power system.
 - d. The controller shall have an Internet interface for real time remote monitoring of the elevator by FAA through a web browser. Software shall run on a PC with Windows 2000, NT, XP or Vista as the operating system.
 - 1) The software and hardware on the controller shall have the capability of saving the data called for herein for a period of 7 days, and shall, when a PC is connected through the Internet, query the operator to download the data in the form of reports. Alarms, faults and outages shall be saved for 30 days without download to a PC.
 - 2) Data available through the interface shall include the distance that the elevator has traveled and the number of start/stops. In addition, the system shall log any alarms, outages, faults, power interruptions, number of hall calls and number of car destination selections.
 - 3) The system shall have the capability of notifying via telephone up to three numbers in the event of an alarm or outage.
 - 4) The monitoring software shall come on CD's and be able to operate on several PC's at the same time.
 - e. Controllers shall be the standard product of a company that has been regularly engaged in manufacturing state of the art elevator controllers for a period of at least 5 years. Controllers shall be manufactured by Motion Control Engineering, Inc. (MCE), Atel Elevator Corporation, Electronic Controls Inc, GAL Manufacturing Corp, or an approved substitution.
2. Furnish and install a new AC hoist motor with tachometer encoder. Motor shall be designed for elevator system service. Bearings shall be the grease lubricated type with easily accessible grease zirks. Motor shall have a hot or cold rolled steel shaft fully machined for proper fit and balance. The motor shall have a cast iron frame, cast iron brackets and cast iron end bells to house the bearings. Insulation shall be class F with stator windings of copper insulated magnet wire. Insulation processing shall include a minimum of two dips and bakes of polyester varnish. Laminations shall be fully processed core plated electrical grade steel of a suitable gauge for elevator service. New motor shall be 480V / 3 Phase / 60 Hz. The use of transformers to adapt motors having name plate voltages different than the specified voltages will not be allowed. (Submittal required.)
 3. Furnish and install one brushed stainless steel car control station. Features shall include ADA hands free phone, independent service, digital position display, keyed stop switch, audible passing signal and illuminated alarm button. The phone shall communicate with the machine room, hoist-way and shall connect with the existing direct line. Car shall be ADA and ASME code compliant. Buttons shall be the product of Dupar Controls, Innovation Industries, Inc. or an approved substitution. Buttons shall be from the Bruiser Collection, and shall be set in an oval mount or an approved substitution. (Submittal required.)
 4. Completely remove all existing wiring within and on the car and rewire to accommodate the new car control station, lighting and communications specified else where herein. All wiring shall comply with the National Electrical Code, ASME A17.1-2007 Safety Code For Elevators and Escalators and the attachment Elevator Electrical Requirements. (Submittal required.)
 5. Recondition the existing traction machinery including bearing replacement, gear realignment and seals replacement. During the replacement of the bearings and seals, the

gears shall be inspected and if replacement or repair is deemed necessary, the Contracting Officer must be notified immediately through the designated Contracting Officer's Technical Representative (COTR). Final determination of the integrity of the main gear, worm gear, shaft, traction sheave and bearing housings shall be done by use of industrial X-ray, magnaflux analysis or both.

6. Furnish and install new hoist ropes with wedge shackles. Inspect the deflector sheaves, and if in need of replacement, immediately notify the COTR. (Submittal required.)
7. Install a new automatic hoist ropes lubricating system. (Submittal required.)
8. Furnish and install a non-contact door reopening device that complies with Americans With Disabilities Act or Rehabilitation Act ("ADA") requirements as further specified herein. (Submittal required.)
9. Install new elevator safeties as required by ASME A17.1-2007 Safety Code For Elevators and Escalators.
10. Furnish and install a new traveling cable. (Submittal required.)
11. Furnish and install a new governor cable. (Submittal required.)
12. Install a new compensating chain. Chain shall have welded links and shall be plastic wrapped to prevent noise.
13. Replace the governor with a new state-of-the art governor. Governor components shall be in compliance with ASME A17.1-2000 Safety Code For Elevators and Escalators including, but not limited to, the replacement of the position transducer. (Submittal required.)
14. Furnish and install a new rope gripper for ascending car over-speed protection and unintended car movement protection as a result of a failure in the electric hoist motor, elevator brake system, coupling, shaft or gearing, the control system and any other component associated with car speed control. This provision shall be in compliance with ASME A17.1-2007 Safety Code For Elevators and Escalators. (Submittal required.)
15. Furnish and install all new Machine Room wiring. Wiring shall include control and power wiring within the Machine Room. Power wiring shall be new from the power panel that presently serves the devices requiring power. Wiring shall be in accordance with the attachment Elevator Electrical Requirements. (Submittal required.)
16. Furnish and install all new control wiring between the Machine Room equipment and the new controller. Wiring shall be in accordance with the attachment Elevator Electrical Requirements. (Submittal required.)
17. Remove all existing hoist-way wiring and call station wiring, and replace with new wiring between the machine room, hoist-way and call stations. Replace door interlock wiring with heat resistant wire. All wiring shall comply with the National Electrical Code, ASME A17.1-2007 Safety Code For Elevators and Escalators and the attachment Elevator Electrical Requirements. (Submittal required.)
18. Furnish and install a new car directional lantern with audible signals per ADA. (Submittal required.)
19. Install a new ceiling and lighting system that is in compliance with ADA. Use of egg crate type lens for the lighting system will be permitted only if the egg crate is bright chrome in color and is a minimum of 1 inch thick and the openings are not greater than 1/4 inch square. Other types of ceiling panels will be considered and will be acceptable if approved during the submittal stage. (Submittal required.)]]

20. Replace the existing exhaust fan with a new centrifugal fan with a capacity of 200 cfm and a Sone value of 3 or less. Fan shall have a cabinet mounted SCR speed controller. (Submittal required.)
21. Furnish and install new flush mounted lobby call stations for the 1st 3rd 5th 7th and 9th floors. Floors numbered 2nd 4th 6th and 8th do not exist. Units shall be brushed stainless steel with black trim. Call stations shall be the product of Innovation Industries, Inc. or an approved substitution. Buttons shall be from the Bruiser Collection or an approved substitution. (Submittal required).
22. Furnish and install a digital position display on the 1st and 9th floors. (Submittal required).
23. Replace the existing hoist-way door interlocks. The interlocks shall be in conformance with ASME A17.1-2007 Safety Code For Elevators and Escalators. The interlocks shall prevent operation of the elevator unless the doors are fully closed and locked in position. (Submittal required.)
24. Furnish and install new spring loaded car and counter weight guide rollers. Guides shall be Holister-Whitney, Elasco or an approved substitution. Guide rollers shall have three wheels and double supporting arms with the springs located between the supporting arms. The guide rollers shall have a double action tension device to compensate for rail misalignment, thus requiring no field adjustments or stops. Tires shall be heavy duty polyurethane securely bonded to a steel wheel. Rollers shall have permanently lubricated sealed roller or ball bearings. Side roller tires shall be wider than the edge roller for longer life. (Submittal required.)
25. Furnish and install new final limit switches. (Submittal required.)
26. Furnish and install new slowdown limit switches near the terminal landings. (Submittal required.)
27. Recondition the interior finish of the elevator car, including the wall skin, hand rails and ceiling. Furnish and install extended pad buttons installed above the decorative panels. Furnish one set of protective pads. Submit photographs with complete specifications on all materials proposed and/or samples of the materials proposed. More than one scheme may be proposed with separate pricing for each. Interior finishes shall be the standard product of Retro Elevator or an approved substitution. (Submittal required during proposal stage.)
28. The existing flooring consists of carpet over vinyl tile. The vinyl tile does contain asbestos, and it will be abated by the time work on the elevator begins. The contractor shall remove the existing carpet. New carpet shall be installed in the elevator. The carpet shall be the modular tile type suitable for heavy foot traffic. If possible, select carpet manufactured from recycled materials. Submit several color samples in dark shades selected not to show soil and dirt. (Submittal required during proposal stage.)
29. Furnish and install Transient Electrical Surge Suppression (TVSS), equipment, in accordance with the attached specification Section 16672, on the motor and power supply to the controller. TVSS equipment will not be required on the traveling cable terminations.
30. Furnish and install two Life Line Safety Anchors as manufactured by Safety Anchor, Limited, Pushlock as manufactured by Latchways plc or an approved substitution, permanently outside the hoist-way at each level that the elevator stops.
31. Replace the existing hoist-way doors on the 1st and 9th levels. Furnish and install new stainless steel doors including tracks, closers, nylon gibbs, door rollers and pick-up roller assemblies. Replace the existing door operator. Door operator shall be GAL or an approved substitution. Operator shall be the closed loop type operator utilizing a permanent magnet brushless electric motor with a built-in encoder and a microprocessor based inverter drive. Drive rollers shall remain engaged during operation to prevent separation of the car

and hoist-way doors. Doors shall operate in a smooth and quiet manner. (Submittal required).

32. Floor numbers shall be stenciled on the hoist-way side of the hoist-way doors. (Submittal and MSDS sheets are required on the paint.)
33. Clean car top and emergency light and alarm system.
34. Clean the elevator pit of all dust, dirt and debris. Remove any foreign objects that may have been left or stored in the pit. Remove any rust on the rail anchors and buffer support structure at the floor level and up to a height of 3 feet above the floor by mechanical, chemical or hand methods. All chemicals shall be approved by FAA prior to use by the Contractor. Include MSDS sheets with the submittal. Chemicals shall not produce any noxious or irritating odors or gasses. Following the removal of the rust, apply two coats of primer and two coats of paint specifically formulated for application on metallic surfaces for the purpose of protecting the metal from corrosion. (Submittal required.)
35. Contractor shall test, adjust and return elevator to normal and safe operation.
36. Renovation shall bring the elevator in compliance with ADA requirements. The body of this document contains specific ADA requirements.
37. Replace the existing top of car inspection station. The new station shall be provided with a control panel on top of the car which, when activated, removes the car from normal service and allows the car to run at inspection speed from the top of the car only. The car top inspection station shall include an exit guard railing securely attached to the top of the car along with a buzzer and fire service light. (Submittal required.)
38. Replace the existing car leveling system complete with all new components on the car and at each floor. The landing system shall provide to the controller high speed stepping signals, single floor run stepping signals, leveling and door zone signals and floor encoding signals. Each individual output signal shall be electrically isolated. The system shall have the capability to operate at 120 VAC. Tape shall be Type 316 stainless steel. Leveling accuracy shall meet or exceed ASME A17.1-2007 Safety Code For Elevators and Escalators standards. (Submittal required.)
39. Check all attachments of rail brackets and tighten or repair as necessary. Inspect the rails for proper alignment and realign if required for smooth elevator operation.
40. Replace the existing hoist-way stop switch in the pit. (Submittal required.)
41. Perform 5 year load test. Load test shall NOT include running the car into the buffers at full speed.
42. Replace the existing elevator pit sump pump. Provide a new Type 304 stainless steel pump pit cover. Reuse existing pump discharge piping and pump pit vent to the maximum extent possible. Clean sump pump pit and area around it. (Submittal required.)
43. Install a new battery powered backup sump pump. The back up pump shall start when the water level reaches 4 inches above the normal start level of the main sump pump. Provide an electrical power connection to keep the battery charged. Connect the discharge of the backup pump into the existing pump discharge piping. The pump shall be a Trusty Warns S4.0 TT system with a capacity of 3840 gph at 8 feet of water head. Pump shall come complete with charger, mechanical float switch and marine battery or an approved substitution. The marine battery shall be a 100 amp-hour deep cycle type. Battery shall be capable of running the pump at the capacity specified above for a period of 5.25 hours on one battery. Mount the battery and battery charging unit on a wall mounted shelf as high as practicable without interfering with the movement of the elevator car in normal and abnormal

operation, i.e. when the car is in full contact with the buffers in their fully compressed position. . Shelf shall be noncombustible and either corrosion proof or protected by a coating impervious to water and battery acid attack. (Submittal required.)

44. Install a high water level alarm in the elevator pit. Level alarm shall be set to enunciate when the water level reaches a point 3 inches above the normal start level of the main sump pump alarm shall have battery back-up separate from the auxiliary sump pump. (Submittal required.)
45. Replace the existing hoist-way access switch with a new keyed switch. This switch shall allow slow movement of the car for access to the top or interior of the car. (Submittal required.)
46. Install new pit and hoist-way lighting in accordance with ASME A17.1-2007 Safety Code For Elevators and Escalators. Install an additional pit light. Use the existing electrical circuit that serves the existing light. (Submittal required.)
47. Install a new GFI electrical outlet in the elevator pit. (Submittal required.)
48. Replace the existing pit ladder with a new ladder that is in accordance with ASME A17.1-2007 Safety Code For Elevators and Escalators. (Submittal required.)
49. The emergency telephone in the elevator car shall be capable of dialing a minimum of three numbers in succession. These lines are existing and are connected to the CAB, the TRACON and the airport fire department.
50. At the conclusion of the refurbishment, all equipment in the machine room shall be cleaned and degreased. Any new equipment, that does not have a factory applied paint, shall be cleaned, degreased, primed and painted with one coat of primer and one coat of paint. Color shall be the standard color of the successful elevator repair company, provided it is approved by the FAA. (Submittal required during proposal phase.)
51. Contractor shall provide a 5-year parts and labor service contract for maintenance and repairs. The contract shall require coverage 24 hours-a-day seven (7) days a week. The contractor shall respond within 10 hours of notification of an elevator service interruption. (Maintenance and repair contract shall be priced as an additive-bid-item).

ADA REQUIREMENTS:

Automatic Operations:

Elevator car shall operate automatically.

Elevator car shall automatically self-level to within ½-inch.

Elevator shall automatically correct for under and over travel.

Hall Call Buttons:

Call buttons in lobby and halls shall be centered 42-inches above floor.

Call buttons shall have visible signals to indicated when calls are registered.

Call buttons shall be no less than ¾-inch in smallest dimension.

Up direction button shall be mounted on top.

Buttons shall be raised or flush.

Objects mounted beneath hall call buttons shall project less than ¼-inch into hall.

Hall Lanterns:

Visible and audible signal in each hoist-way entrance shall indicate when the elevator car is answering a call.

Audible signal shall sound "once" for up direction and "twice" for down direction or have verbal enunciators to say "UP" or "Down".

Hall lantern fixtures shall be mounted (centered) at-least 72-inches above lobby floor.

Hall lantern fixtures visual elements shall be at least 2-1/2-inches in smallest dimension.
Signals shall be visible from the vicinity of hall call buttons.

Raised and Braille Characters on Hoist-way Entrances:

All hoist-way entrances shall have raised floor designation on both door jambs with Braille.
Braille characters shall be centered 60-inches above floor.
Braille characters shall be 2-inches high.
Braille characters shall be permanently attached to door jambs.

Door Protective and Reopening Device:

Elevator car and hoist-way doors shall open and close automatically.
Elevator car and hoist-way doors shall stop and reopen automatically when they become obstructed.
Door reopening device shall open the doors without requiring contact from an obstruction passing through the door opening at heights of 5-inches to 29-inches above the floor.
Door reopening device shall keep the door open for at-least 20-Sec.

Door and Signal Timing for Hall Calls:

Minimum acceptable time from notification that the elevator car is answering a call to the time the door of the car starts to close shall be determined by the formula, $T=D/(1.5\text{ft/sec})$ where T = total time in seconds, and D = distance from a point in the lobby or corridor 60-inches directly in front of the farthest call button controlling the elevator car to the centerline of the hoist-way door and shall not exceed 5-Seconds.

Door Delay for Car Calls:

Elevator car and hoist-way doors shall remain open at-least 3-sec in response to a car call.

Floor Plan for Elevator Cars:

Elevator car floor area shall provide enough space for wheelchair users to enter the car, maneuver within reach of the controls, and exit the car.
Elevator car and hoist-way doors shall open to a minimum of 36-inches.
Elevator car shall be at-least 54-inches deep from rear of car to inside face of door.
Elevator car width shall be at-least 80-inches for center opening doors.
Clearance between elevator car platform sill and the edge of the hoist-way landing shall be no greater than 1-1/4-inches.

Floor Surfaces:

Floor surfaces shall be firm.
Floor surfaces shall be stable.
Floor surfaces shall be slip resistant.

Illumination Levels:

Elevator car controls illumination shall be at least 5 foot candles.
Elevator platform illumination shall be at least 5 foot candles.
Elevator car threshold illumination shall be at least 5 foot candles.
Elevator car landing sill illumination shall be at least 5 foot candles.

Car Controls:

Car control panel buttons shall be at-least 3/4-inch in dimension.
Car control panel buttons shall be raised or flush.
Car control panel buttons shall be designated by Braille.
Car control panel buttons shall be no higher than 48-inches above the floor.
Emergency control buttons shall be grouped together at the bottom of the car control panel.
Emergency control buttons shall be centered no less than 35-inches above the floor.
Car control panel shall be located on front wall.

Car Position Indicators:

Visual car position indicator shall be located inside the car above the car control panel or the car door to show the position of the car in the hoist-way.
Floor number indicator shall illuminate and an audible signal sound inside the car when the elevator car stops or passes a floor.

Floor number indicators shall be a minimum of ½-inches high.
Audible signals shall be no less than 20db and no higher than 1500Hz.

Emergency Communications:

The highest part of the two-way communication system shall be a maximum of 48-inches from the floor of the car.

The communication system shall be identified by a raised or recessed symbol and approved lettering adjacent to the device.

The handset cord shall be a minimum of 29-inches in length (where applicable).

Emergency intercom shall not require voice communication.

SUBMITTALS:

The Contractor shall submit product information for FAA approval regarding the materials called out in the scope-of-work. Note that some submittals are required to accompany the proposal.

The above submittals will be reviewed by the Government and be approved, disapproved or approved as noted. The Contractor shall not proceed with procurement of material and equipment until the Government approves the submittals.

WARRANTIES:

The Contractor shall warrant all materials, equipment and labor for all work performed under this contract. This warranty shall be for a period of one (1) calendar year beginning upon the date of contract acceptance inspection (CAI). The warranty shall be unconditional and the Contractor shall furnish all labor and materials required to repair or replace defective or failed portions of the contract work. Any warranty repairs shall be mobilized and on-site within a maximum of 24 hours after notification by the Government of an elevator service problem.

The Contractor shall furnish to the Resident Engineer (R.E.) the manufacturer's certificate of this warranty stating the beginning and ending dates of the period of coverage. Also, guarantee that each piece of apparatus shall have a capacity or performance of not less than that specified when the apparatus is operating under specified design conditions.

In addition to the Warranty, the Contractor shall provide a 5-year parts and labor service for maintenance and repairs of the refurbished elevator. The contract shall require coverage 24 hours-a-day seven (7) days a week. The Contractor shall respond within 10 hours of notification of an elevator service interruption. The discreet price of such maintenance and repair service shall be shown as a separate line item on the pricing proposal.

PERFORMANCE TIME:

The Contractor shall complete the repairs to the elevator equipment within 60 calendar days after Notice-To-Proceed. The time required for the Government to review, comment and approve the submittals, and equipment ordering lead-time will not be included in the Contractor's performance time. Notice-To-Proceed with the construction phase will not be granted until the Contractor certifies to the Contracting Officer that all required materials and equipment, as approved by the Government, are in his possession and ready for installation. If there are some items of equipment that can be installed prior to obtaining all of the long lead items and will not require the elevator to be out of service for more than a few hours, these items may be installed provided permission is granted in writing by the COTR. These items might include, but not be limited to, guide rollers, door operators, sump pumps, etc.

SCHEDULE OF WORK:

The Contractor shall provide a complete and comprehensive schedule as part of its technical proposal at the time of accepting bids. The Schedule must outline all phases of the work and their impact on the operation of the elevator. Double shifts and 7 day work weeks shall be included as part of the bid as necessary to accomplish the refurbishment in the shortest time possible. If necessary, outages shall be scheduled to occur during periods of low air traffic activity during night time hours. All work that does not require an outage shall be performed during normal daytime hours from 7:30 AM to 4:00 PM unless otherwise scheduled in advance and approved by the Contracting Officer or COTR. Outages shall be held to a minimum number and a minimum of time.

Since the elevator is the main form of transportation to the air traffic control tower cab, the Contractor shall establish manual elevator service during shift changes (morning and evening, times to be determined at pre-construction meetings, for no less than 30 minutes, seven (7) days a week, 24 hours per day. It is recognized that some work will require the complete loss of elevator service. Such work shall be coordinated with Air Traffic management through the COTR in order to minimize the interruption to the facility. Complete loss of elevator service will be limited to ten (10) calendar days.

SAFETY:

All fall protection and safety equipment installation shall be coordinated with the FAA Resident Engineer and in compliance with latest OSHA standards. A fall protection plan shall be submitted to the SSC Contact and the Technical Contact before starting work.

DEMOLITION:

Any equipment obstructing the Contractor's access to the work area shall either be temporarily relocated by the Contractor to a storage area designated by the R.E. or be covered in a manner as to provide suitable access while protecting the Government property from construction damage. At the completion of all work, the Contractor shall return all such items to their original location.

Any unused conduit, wire, elevator equipment, structural supports or other fittings associated with equipment or devices to be removed under this contract shall be disposed by the Contractor within the firm fixed price of the contract.

Remove unused structural support angles, channels, bolts, and similar hardware. Patch any holes resulting from removed equipment, hardware, conduit or pipe with the same material as that of the penetrated surface (i.e.: concrete floor openings shall be filled with concrete). Paint patch to match adjacent undisturbed surface.

Any equipment or material to be removed, unless specified to remain the property of the FAA, shall become the property of the Contractor and shall be transported from the site and disposed in a legal manner.

INSTRUCTION MANUALS:

Upon completion of work, the Contractor shall submit to the RE two (2) bound copies of an instruction manual. This manual shall contain, but not be limited to, instructions for installation, operation and maintenance, replacement parts list, sequence of operation description, sizing and capacity data and manufacturer's guarantee information for all equipment furnished by the Contractor.

TRAINING :

Contractor shall provide a, factory approved, 4 hour training class for four (4) FAA personnel. Contractor shall provide a training sign-in attendance list to the FAA Resident Engineer.

AVAILABILITY OF UTILITIES AND STORAGE:

Water, electricity and sanitary facilities are available for the Contractor's use. Public telephone service is not available. Storage space for materials and equipment is limited on the site. The Contractor shall limit on-site storage to no more than two parking spaces.

SITE VISIT:

A site visit by interested Contractors is highly recommended. Interested contractors will be notified as to the time and day the site visit will be held. Please notify the Contracting Officer if you plan to attend. Once notified, each contractor shall contact Site Contact listed below and give them the names of those that will be attending the site visit.

Site Contact:

Terry Dransfield or Bob Kershaw
704-359-1050 OF
Charlotte/Douglas Intl Airport

SECTION 16672 - TRANSIENT ELECTRICAL SURGE SUPPRESSION (TVSS)

PART 1 - GENERAL

1.1 REFERENCES

The current issues of the publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

FEDERAL AVIATION STANDARD SPECIFICATION (FAA)

FAA-STD-019e	Lightning Protection, Grounding, Bonding & Shielding Requirements
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NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	National Electrical Code
NFPA 780	Lightning Protection Code

UNDERWRITERS LABORATORIES (UL)

UL-1449	Standard for Low Voltage Transient Voltage Surge Suppression (TVSS)
UL-497	Protectors for Paired Conductor Communication Circuits (Outside Cables)
UL-497A	Secondary Protectors for Communications Circuits (Inside Cables)
UL-497B	Protectors for Data Communications and Fire Alarm Circuits (Inside Cables)

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE-1100	Powering and Grounding Electronic Equipment
IEEE-C62.41	Recommended Practice on Surge Voltages in Low Voltage AC Power Circuits
IEEE-142	Grounding of Industrial and Commercial Power Systems

GENERAL DOCUMENTS FOR SURGE PROTECTION OF COMMUNICATIONS, DATA AND CONTROL CIRCUITS

ITW Linx	Application Guide to Surge Protection of Communications and Data Circuits
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1.2 GENERAL REQUIREMENTS

A. Verification of Dimensions

The Contractor shall become familiar with all details of the work, verify all dimensions in the field, and shall advise the R.E. of any discrepancy before performing the work. No departures shall be made without the prior approval of the R.E.

B. System Requirements

1. This specification covers the requirements for installation of Surge Protection Devices (SPD), also known as Transient Voltage Surge Suppression (TVSS) Devices, on all elevator electrical systems, to prevent damage due to lightning strikes or internal building systems transients. Protection shall be installed on all metallic conductors for data, communications, control, monitoring and associated power circuits. Protection devices shall be installed on all conductors before they enter equipment. All SPDs shall be connected to the nearest multipoint grounding system element.
2. For electronic circuits, protection devices shall be solid-state in-line modular type for use with RJ-11, RJ-45, DB-9, DB-15, DB-25 and similar connectors. Other protection devices utilizing telco type 66M termination blocks and screw terminals shall be used where standard connectors are not used. Installation of protection devices shall be done in a manner not to violate equipment warranty or (UL) listings.
3. Building systems covered by this specification include: fire alarm, elevator, HVAC, security, intercom, access control, gate operators, CCTV, emergency phones, emergency transceivers, EG & UPS monitor and control circuits, LAN systems, facility telephone switch and tower obstruction light circuits.

1.3 SUBMITTALS

The following shall be submitted in accordance with Section 01300 "SUBMITTALS":

A. Drawings

1. Surge Protection System.
Detail drawings consisting of a complete list of material, including manufacturer's descriptive and technical literature, drawings, and installation instructions. Detail drawings shall show floor plans with identification of the location for each device. Drawings shall show proposed mounting and relationship to other parts of the work.

PART 2 - PRODUCTS

2.1 MATERIALS

Following are the types of products which shall be provided by the Contractor for installation:

- A. Surge protection products for power circuit applications shall be MOV type as manufactured by EFI Electronics Corporation, Square-D, Raycap Corporation or similar. Products shall be suitable for the application based on IEEE Standard 1100, IEEE Standard C62.41 and UL 1449, 3rd edition. Detailed product specification sheets shall be provided with the surge protection devices from the manufacturers.
- B. Surge protection products for communications, control, monitoring, RF and data circuits shall be solid-state type as manufactured by Cylix Corp., ITW Linx, Ditek Corp. PolyPhaser Corp. or similar. Products shall be suitable for the application based on IEEE-1100, UL-497, UL-497A and UL-497B. Detailed product specifications sheets shall be provided with the surge protection devices from the manufacturers.

PART 3 - EXECUTION

A. HEATING VENTILATING AND AIR CONDITIONING (HVAC) SYSTEMS

- 1. The following surge protection devices shall be installed in addition to any surge protection devices that may be installed internal to equipment. All surge protection devices shall be installed as close as possible to the equipment to be protected, but in no case shall protection devices be installed more than 5 feet of circuit conductor length from the equipment to be protected.
- 2. The contractor shall provide a spreadsheet of all proposed surge protection devices to be used, with their proposed location and detailed product specifications. Coordinate with the RE scheduling and delivery of the required devices.
- 3. Install IEEE C62.41 Category "B" surge protection devices on 277/480 volt, 120/208 volt and 120 volt AC power circuits and general power control of HVAC system.
- 4. Install UL-497 listed, primary rated, surge protection devices on all telephone dial-up and modem lines entering the elevator or elevator equipment rooms in the facility used for remote monitoring, control and maintenance.
- 5. Install UL-497A/B listed surge protection devices on both ends of all signaling and control circuits used for elevator control, including all DDC control units and main control computer.
- 6. Connect all surge protection devices to the nearest multipoint grounding system element and building structural steel, where available. Unless provided as part of the SPD, all SPD grounding connections shall be made using AWG #6 or AWG #10 stranded copper wire with green insulation. For all grounding connections less than 2 meters, AWG #10 shall be used, and for all grounding connections 2 meters or more, AWG #6 shall be used. All grounding materials shall be compatible and (UL) listed for the application. Mechanical compression and screw type terminals and lugs suitable for the application

shall be used for making grounding connection inside buildings. Exothermic (welded) connections shall be used for grounding connections made outside buildings.

END OF SECTION 16672

ELEVATOR ELECTRICAL REQUIREMENTS

GENERAL:

Items not shown in detail or covered by detailed specifications shall be as set forth in the National Electrical Code.

ELECTRICAL DEVICES AND EQUIPMENT:

1. Conduit Fittings: All conduit inside the building shall be electric metallic tubing (EMT) with compression ring type fittings. All conduit outside the building shall be rigid steel with threaded fittings. Conduit below ground shall be rigid steel with a factory applied plastic coating. All flexible conduit, both inside and outside, shall be metallic, liquid tight.

Conduits shall be installed parallel or at right angles to the building lines. Conduits shall be securely supported and fastened in place at intervals of not more than 5 feet and at each change in direction. Support the conduit from building structural steel, walls, or other R.E. approved structural components. Fasteners shall be conduit hangers or one-hole malleable iron pipe straps with appropriate screws or bolts for the surface material. Conduits shall not be supported from metal roof decking. Suspended ceiling support wires shall not be used for the support of conduits. Changes in direction shall be symmetrical bends or cast-metal fittings. Each conduit entrance to outlet boxes, panel boards, and equipment cabinets shall be fitted with a lock nut and insulated throat connector.

2. Wire: All wire shall have copper conductors. Size shall be American Wire Gauge (AWG) with size for power circuits as shown on the project drawings, but not smaller than #12 AWG. Size for all control circuit wiring shall be #16 AWG. Power wire #10 AWG and smaller may be stranded or solid; #8 and larger wire, and all control wire, shall be stranded. Insulation shall be type THW or THWN for power wire and type MTW for control wire and shall be color coded as follows:

<u>Single Phase</u>		<u>Three Phase</u>	
<u>120 Volts</u>	<u>208/240 Volts</u>	<u>120/208 or 240 Volts</u>	<u>277/480 Volts</u>
Line-Black	Line 1-Black	Phase A-Black	Phase A-Yellow
Neutral-White	Line 2-Red	Phase B-Red	Phase B-Brown
	Neutral-White	Phase C-Blue	Phase C-Orange
		Neutral-White	Neutral-White

All Circuits:

Ground	Green
Control	Black with numbered adhesive markers on both ends or multiconductor with unique continuous color coded insulation

Power wires #8 and smaller shall have continuous colored insulation. Wires #6 and larger may utilize continuous colored insulation or colored tape. Where conductors are color coded with tape, they shall be half lapped for a minimum length of 3 inches in all junction and pull boxes, accessible raceways, panel boards, outlets, switches and equipment cabinets.

All wire shall be continuous; no splices will be permitted unless specified on the project drawings. Where permitted, splices shall be accomplished with compression type connectors bonded to the wire with a crimping tool and procedure approved by the connector manufacturer. Wires shall not

be installed until all conduit and fittings are in place. All wires shall be drawn into conduit simultaneously and with adequate lubricating compound to prevent damage to insulation.

Control wiring installed within control panels shall be neatly routed between the control components and shall run parallel and perpendicular to the sides of the panel. Wires which run diagonally from component to component will not be acceptable. Wiring shall have sufficient slack to prevent tension on the termination connector. Route wires between components in the most direct path possible without overshoots and loop-backs. Wires shall be run in open slot wiring duct (Thomas & Betts model 91XXX, or an approved substitution with size as required for application.) or bundles of wires shall be neatly secured with nylon self-locking cable ties. Terminate all control wires with spade type, crimped terminals; Exception: Devices such as relays and terminal blocks which utilize clamp type terminals will not be required to have crimped terminals on the wire. Wrapping of wires around screw heads will not be acceptable. All wires exiting the control panel shall terminate on a screw terminal block with each terminal marked the same as on the control schematic on the project drawings.

3. Grounding: All non-current carrying metallic parts of the electrical system shall be grounded with an insulated wire sized and installed in accordance with Article 250 of the National Electrical Code. Ground wire shall be connected to ground bus in each power panel, to ground lug on receptacles, and to enclosure or frame of major electrical devices such as safety switches, motors, motor starters, terminal cabinets, light fixtures, etc. Connection of wire to these devices shall be with a separate machine screw and nut which bonds to a clean, bare metal surface. Self tapping screws are not acceptable for this purpose. Screws which are used for support of the enclosure shall not be used for this purpose.

4. Safety Switches: Safety switches shall be NEMA rated as heavy duty. Enclosures shall be NEMA type 1 in indoor locations and NEMA type 3R in outdoor or damp locations unless shown on the project drawings to be a different type for the specific application. Switches shall be of the number of poles, voltage and amperage ratings shown on the project drawings. Furnish fuse clips to receive cartridge type dual element fuses in all poles if fusible switches are required on the project drawings. Switches shall be the quick-make, quick-break type with visible blades. Switch handles shall be the extended arm type for easy identification of position. Switches which utilize rocker arm type handles or have concealed blades are not acceptable. Switch handles shall be capable of being secured in both the on and off positions by use of a Government owned and installed padlock with a 5/16" diameter shackle. The switch cover shall also be capable of being secured in the closed position with a separate Government owned and installed padlock with a 5/16" diameter shackle. The Contractor shall modify the switch as required to achieve these locking capabilities. The switch shall be grounded with a separate lug secured to the enclosure's bare metal with a bolt and nut. The use of the neutral bus inside the switch with, or without, a grounding electrode screw bonded to the enclosure will not be allowed as a satisfactory enclosure ground. A brand name safety switch known to meet the salient characteristics of this specification is Square D, Class 3110, Heavy Duty.

END OF ATTACHMENT

General Decision Number: NC080056 02/08/2008 NC56

Superseded General Decision Number: NC20070056

State: North Carolina

Construction Type: Building

Counties: Cabarrus, Gaston, Lincoln, Mecklenburg, Rowan and Union Counties in North Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/08/2008

* SUNC2001-001 10/22/2001

	Rates	Fringes
Brick/Block Mason.....	\$ 16.26	
Carpenter		
(acoustical ceilings only)...	\$ 15.00	.50
(including cabinets, wood		
doors and form work,		
excluding acoustical		
ceilings, batt insulation,		
concrete finishing,		
drywall hanging, foam		
insulation, hardwood		
floors, metal buildings,		
metal studs, overhead		
doors, partitions/operable		
walls, soft floors, vinyl		
siding, steel flooring).....	\$ 13.29	1.59
Cement Mason		
(epoxy floors only).....	\$ 12.00	1.48
(excluding epoxy floors,		
form work and metal		
buildings).....	\$ 12.43	
Drywall Finisher.....	\$ 13.71	
Drywall Framing/Hanger.....	\$ 13.41	
Electrician		
(excluding HVAC wiring).....	\$ 14.27	1.64
Exterminator.....	\$ 12.00	2.51
Glazier.....	\$ 12.84	1.28
HVAC Mechanic		
(setting & wiring units		

only)	\$ 13.65	1.71
Insulator (Foam only)	\$ 10.00	.60
Ironworker, Reinforcing	\$ 13.50	
Ironworker (metal building frames)	\$ 11.00	
(structural, excluding metal buildings, metal roofs, metal sheeting, metal siding, and overhead doors)	\$ 15.00	4.09
Laborers:		
Fence Erector	\$ 9.76	.82
Landscape	\$ 7.70	.48
Mason Tender (Brick only) ...	\$ 9.52	
Unskilled	\$ 8.64	1.10
Metal Building Installer (foundations & roofs only) ..	\$ 10.47	1.88
Overhead Door Installer	\$ 15.88	2.14
Painter (excluding drywall finishing & steel painting) ..	\$ 11.08	.86
Pipefitter (Fire Sprinkler systems)	\$ 13.08	1.06
(HVAC pipe only)	\$ 14.12	2.59
Plumber (Excluding HVAC)	\$ 15.14	2.76
Power equipment operators:		
Backhoe	\$ 13.03	
Crane	\$ 14.77	.60
Dozer	\$ 12.53	1.78
Grader	\$ 13.18	
Loader	\$ 12.14	
Roller	\$ 10.00	.98
Scraper	\$ 12.00	2.89
Tractor	\$ 9.50	
Roofer (Excluding metal buildings & metal roofs)	\$ 9.76	
(Metal roofs only)	\$ 12.85	1.49
Sheet Metal Mechanic (HVAC duct work)	\$ 13.80	2.41
Sheeting Installer (Metal building sheets only)	\$ 11.00	
Soft Floor Layer	\$ 13.86	

Tile Setter.....	\$ 15.71	1.31
Truck drivers:		
Dump.....	\$ 11.15	.95
Semi.....	\$ 14.25	1.79
Waterproofer.....	\$ 11.02	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested party's position and by any information (wage
payment data, project description, area practice material,
etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

BUSINESS DECLARATION

1. Name of Firm: _____
2. Address of Firm: _____
3. Telephone Number of Firm: _____
4. a. Name of Person Making Declaration _____
- b. Telephone Number of Person Making Declaration _____
- c. Position Held in the Company _____
5. Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (Specify) _____ ☐ f. Other (Specify) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached)
6. Is the person identified in Number 5 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) _____
7. Nature of Business (Specify major services/products (SIC)) _____
8. (a) Years the firm has been in business: _____ (b) No. of Employees _____
9. Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (Explain) _____
10. Gross receipts of the firm for the last three years:
- | | |
|-------------------------|---------------------------|
| a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ |
| a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. DUNS # _____ TAX ID _____

**I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.
I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS
OF 18 USCS 1001.**

12. a. Signature _____ b. Date: _____
- c. Typed Name _____ d. Title: _____